

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

JULY 13, 2015, 7:00 P.M.

1. Consideration: Resolution recognizing Jerry Weems upon the occasion of his upcoming retirement from the City.
2. Approval of the minutes of the June 22, 2015 regular meeting of the City Council.
3. Consideration: Resolution declaring certain [Police] equipment surplus and authorizing its transfer to the City of Warrior, AL, the Town of Blountsville, AL, or other municipality and/or sale by way of public Internet auction.
4. Consideration: Resolution awarding the bid for carpet installation at The Emmet O'Neal Library.
5. Consideration: Resolution accepting the professional services proposal submitted by Sain Associates, with respect to the sidewalk and lane shift on Overbrook Road at Mountain Brook Parkway and authorizing the execution of a professional services contract for the same.
6. Consideration: Resolution recommending to the ABC Board the issuance of an 040 – Retail Beer (On or Off Premises) and an 060 – Retail Table Wine (On or Off Premises) licenses to R D English Village, LLC, doing business as IZ Cafe, located at 2037 Cahaba Road, Mountain Brook, AL 35223.
7. Consideration: Resolution 1) approving the plans for the resurfacing of CR-113 (Rocky Ridge) from Lorna Road to CR-97 (Shades Crest Road) (Alabama Department of Transportation (ALDOT) Project Number ACAA59495-ATRP(006)), 2) authorizing ALDOT to close and barricade said project and intersecting streets as necessary, 3) agreeing that there will be no future permanent encroachments of the specified right-of-way and no ordinances fixing speed limits contrary to applicable Alabama law.
8. Consideration: Resolution authorizing the execution of an agreement between the City and Trobaugh and Company, LLC, with respect to business license and tax auditing services.
9. Mayoral appointment of a Non-voting Advisory member to the Mountain Brook Planning Commission.
10. Announcement: The next regular meeting of the City Council is July 27, 2015, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
11. Comments from residents.
12. Adjourn.

RESOLUTION NO. 2015-092

WHEREAS, Jerry Weems will retire from the City of Mountain Brook effective August 1, 2015, after a long and successful career that began on July 23, 1984 as the City's Electrical Inspector; and

WHEREAS, Jerry Weems quickly rose to the position of Building Inspections Officer on June 12, 1987, Building Inspections Superintendent I on December 23, 1997 and then Building Inspections Superintendent II on September 18, 2007; and

WHEREAS, Jerry Weems' expertise in building and engineering has proven to be invaluable in advising the Board of Zoning Adjustment, the Planning Commission and the Village Design Review Committee on sound building principles; and

WHEREAS, Jerry Weems has served as an advisor on the Zoning Ordinance Review Committee, the Land Use Plan Project Steering Committee and the committee to revise the City's Master Plan, as well as other entities; sharing his expert knowledge of the City's Zoning Code and the International Building Code to allow these entities to make informed decisions to establish a legacy of sound city planning and building for years to come; and

WHEREAS, Jerry Weems' diligence in monitoring soil erosion, storm water detention and cell towers has served to maintain the essence of our beautiful City; and

WHEREAS, it is the desire of the residents of Mountain Brook to express their appreciation to Jerry Weems and recognize his service to our City; and

NOW, THEREFORE, be it resolved that the Mayor and City Council, on behalf of all the residents of Mountain Brook, do publicly thank Jerry Weems for his years of dedicated service and wish him well in his retirement.

Given under my hand and the City of Mountain Brook, Alabama, on this 13th day of July, in the year of our Lord, 2015, and of the Independence of the United States of America, the 239th.

ADOPTED: The 13th day of July, 2015.

Lawrence T. Oden, Mayor

APPROVED: The 13th day of July, 2015.

Virginia C. Smith, Council President

Jack Carl, Councilman

William S. "Billy" Pritchard, III, Council President
Pro Tempore

Lloyd C. Shelton, Councilman

Alice Womack, Councilwoman

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 22, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on Monday, the 22nd day of June, 2015. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Appointment of Steering Committee for the Parks/Recreation Master Plan-Virginia Smith and Shanda Williams. Motion No. 2015-090 was added to the formal meeting agenda.
2. Review of the matters to be considered at the formal (7 p.m.) meeting.

Regarding the Alabama Department of Transportation (ALDOT) resolution (Appendix 1), Council member Carl raised the following questions:

- The City was not provided with the plans as described in the ALDOT resolution
- The plans provided to Public Works Superintendent do not appear to illustrate the portion of the roadway within the City of Mountain Brook
- Questions why the City is being asked to resurface a County road
- The estimated cost of construction for the City is \$19,972.18 of which we understand that the City of Vestavia Hills is to pay one-half, however, such cost sharing is not formalized anywhere
- The City also appears to be responsible for one-half of the engineering fees which are estimated to be \$7,562.49. The City has no way of knowing what it is committing to at this time.
- Questions why the City would agree to take over the maintenance of the roadways, interchanges, and grade separations. It appears that the resolution provided to the City by ALDOT addresses the project as a whole and not the City of Mountain Brook portions.
- Suggested that the City not consider this matter until these questions are satisfactorily answered.

The members of the City Council expressed their opinions that the matter will be continued until July 13, 2015 to allow time for further study.

City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
JUNE 22, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 22nd day of June, 2015. The Council President called the meetings to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

The City Council President stated that a quorum was present and that the meeting was open for the transaction of business.

1. RECOGNITION OF CAROLE EPSTEIN

Mayor Oden read aloud and presented Resolution No. 2015-086 to Ms. Epstein.

2. EXPRESSION OF GRATITUDE TO DAVID PRICE

Mayor Oden read aloud and presented Resolution No. 2015-087 to Mr. Price.

3. RECOGNITION OF GUESTS

Council President Smith recognized Boy Scout Liam Powell from Troop 63 in attendance for his Citizenship in the Community merit badge.

4. CONSENT AGENDA

Council President Smith announced that the matter involving the Alabama Department of Transportation resurfacing project (Minute Book 87, pages 266–268) will be continued until July 13, 2015 (or later) and that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the June 8, 2015 regular meeting of the City Council.

| | | |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 2015-086 | Recognize Carole Epstein upon the occasion of her upcoming retirement from the City | Exhibit 1 |
| 2015-087 | Expression of gratitude to David Price for his service on the Tree Commission | Exhibit 2 |
| 2015-088 | Authorize the payment from the General Fund of \$300,000 into the City of Mountain Brook Section 115 (retiree medical insurance) Trust for investment in accordance with the City's investment policy | Exhibit 3, Appendix 1 |

| | | |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 2015-089 | Declare certain [Library] equipment surplus and authorizing its sale by way of public Internet auction or disposal of such items not sold at said auction | Exhibit 4 |
| 2015-090 Motion | Appoint the Park Board Master Plan Steering Committee members | Appendix 2 |

Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Womack. The minutes, resolutions, and motion were then considered by the City Council. Council member Pritchard seconded the motion to adopt the foregoing minutes, resolutions, and motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and Resolution Nos. 2015-086 through 2015-089 and Motion No. 2015-090 are adopted by a vote of 4—0.

5. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, July 13, 2015 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

6. ADJOURNMENT

There being no further business to come before the City Council President Smith adjourned the meeting.

City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-086

WHEREAS, Carole Epstein will retire from the City of Mountain Brook effective July 1, 2015, after a long and successful career that began on February 26, 1986; and

WHEREAS, Carole Epstein has served as Executive Assistant to three City Managers, four Mayors and numerous Boards and Commissions during her 30-year career; and

WHEREAS, Carole Epstein's desire for excellence in performing her job duties and providing outstanding customer service to our residents and visitors was made possible through her tireless pursuit of education, having received her Bachelor of General Studies Degree from Samford University during her tenure with the City; having obtained the prestigious designation of Certified Professional Secretary and Certified Administrative Professional from the International Association of Administrative Professionals; having received her Certified Municipal Clerk and Master Municipal Clerk certification from the Alabama Association of Municipal Clerks; and having obtained her Certified Planning and Zoning Official certification from the University of North Alabama; and

RESOLUTION NO. 2015-093

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

(8) MPH Ranger R/O 991056 units with serial numbers:

RNG105600202
RNG105600189
RNG105600204
RNG105600206
RNG105600191
RNG105600188
RNG105600205
RNG105600187

(2) MPH Ranger R/O 991134 units with serial numbers:

RNG113400002
One Unit with S/N removed

(1) MPH Python K 990846 serial number PYT846003069

1. Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to convey the above property to the City of Warrior, AL, the Town of Blountsville, AL, or other municipality and/or sell by way of public Internet auction.

ADOPTED: This 13th day of July 2015.

Virginia C. Smith, Council President

APPROVED: This 13th day of July 2015.

Lawrence T. Oden, Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on July 13, 2015 as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk



To Protect and Serve!

BLOUNTSVILLE POLICE DEPARTMENT

P.O. Box 186
Blountsville, Al 35031

Police Dept Phone
205-429-2406
205-429-4010 (FAX)

DANIEL FREDA
Acting Police Chief

Dear Sir,

It is our understanding that your department has some surplus hand-held radios or radar units that are not being used. The Blountsville Police Department is in dire need of such equipment and we would greatly appreciate your passing any such radios on to us.

As a small department we struggle to get and maintain the equipment needed to serve the needs of our community. These radios would be greatly appreciated and greatly help us to keep all officers well equipped.

Thank you in advance for any help you can give us regarding these radios and any other surplus equipment you may have

Sincerely,

Daniel Freda

Acting Police Chief

Raymond J. Horn
Chief of Police

Warrior Police Department

215 Main Street
Warrior, Alabama 35180
(205) 647-0521

Phones:
(205) 647-0521 or
(205) 647-0520
Fax:
(205) 647-4508 or
(205) 647-0551

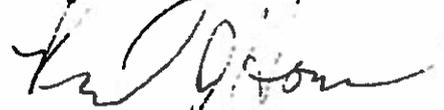
Chief Ted Cook
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, AL.35213

June 19, 2015

Chief Cook,

It is my understanding that your Department is in possession of radar equipment that will soon be declared as surplus property. The Warrior Police Department has a need for such equipment and would be very interested in receiving 5-6 radar units. Thank You in advance for your consideration.

Raymond J. Horn



Chief of Police
Warrior Police Department

Memorandum

To: Chief Ted Cook
From: Lt. Chuck Clark
Date: 06/23/2015
Re: Radar Units to be declared surplus

The following is a list of radar units (along with their associated antennas, cables, remotes, and brackets) which need to be declared surplus:

(8) MPH Ranger R/O 991056 units with serial numbers:

RNG105600202
RNG105600189
RNG105600204
RNG105600206
RNG105600191
RNG105600188
RNG105600205
RNG105600187

(2) MPH Ranger R/O 991134 units with serial numbers:

RNG113400002
One Unit with S/N removed

(1) MPH Python K 990846 serial number PYT846003069

RESOLUTION NO. 2015-094

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the bid for the purchase and installation of carpet for the library building presented by Commercial Flooring Systems, Inc. is hereby accepted.

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager of the City is hereby authorized and directed to issue a purchase order and to execute any other documents determined to be necessary with respect to said carpet replacement project.

ADOPTED: This 13th day of July, 2015.

Council President

APPROVED: This 13th day of July, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on July 13, 2015, as same appears in the minutes of record of said meeting.

City Clerk

MEMO

TO: Steve Boone
FROM: Sue DeBrecht, Library Director *Sue*
DATE: July 9, 2015
RE: Carpet Bid

After review of the carpet bid from Commercial Flooring Systems, Inc., I recommend bid be awarded as set in the bid document.

Additional expense will be incurred in the rental of book carts in order to remove books from shelving for the carpet installation. The cost of this rental is \$80/per day plus \$250 for delivery and pickup of book carts. The carts will be used for approximately 10-15 days per floor with an approximate total of \$1,450, depending on number of days rented.

Library staff will provide labor to remove books from shelving and return books after carpet is installed. With installation taking place during normal library hours, minimal overtime is expected.

Book cart rental:

Carts \$4 / per day x 20 carts = \$80 / per day

\$125 Delivery Fee

\$125 Pickup Fee

First Floor Installation Timeline:

Estimated time to install carpet on first floor, according to Commercial Flooring Systems, Inc., is 7 days with staff removing books from shelves.

Installation proposed to begin first floor Monday, August 3rd beginning in the lobby area, extending to the elevator and circulation desk area.

The lobby area to the elevator and Circulation desk areas are to be completed on Monday, August 3rd. Elevator access will not be available on Monday, August 3rd and it is recommended the library be closed to the public for that one day. The Children's Department will be closed to the public for the remainder of the week with access to Summer Reading materials in the meeting rooms.

Patrons will have access to second floor on Tuesday, August 4th

RESOLUTION NO. 2015-095

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, with respect to the sidewalk and lane shift on Overbrook Road at Mountain Brook Parkway.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute a professional services agreement between the City and Sain Associates, in the form as attached hereto as Exhibit A, with respect to said Parks and Recreation Board master plan project.

ADOPTED: This 13th day of July, 2015.

Council President

APPROVED: This 13th day of July, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 13, 2015, as same appears in the minutes of record of said meeting.

City Clerk



July 6, 2015

Ronnie Vaughn
Public Works Director
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

**SUBJECT: Overbrook Road from Mountain Brook Parkway to Park Brook Road
Sain Associates Project Number: 15-0146**

Dear Ronnie,
Please accept this letter as our proposal to provide you with surveying and engineering services.

General Understanding of the project:

The existing bridge on Overbrook Road between Mountain Brook Parkway and Park Brook Road has concrete between the asphalt pavement and bridge rails. The concrete on the north side of the bridge is functioning as a pedestrian walkway as it connects Jemison Trail to the sidewalk at the Overbrook Road/Mountain Brook Parkway intersection. However, the existing concrete is uneven and narrow and does not meet ADA standards. The intent of this project is to widen the concrete to approximately 4' wide for it to better serve as a sidewalk. To accomplish the concrete widening, the road will be shifted to the south and the centerline will be restriped. Curbs will be installed on both sides of the bridge. Steel dowels will be installed into the existing concrete on the bridge and new concrete will be poured between the new curbs and bridge rails. ADA curb ramps will be installed at the existing crosswalk located between the bridge and Park Brook Road. If ADA standards cannot be met, Sain will document this to the City.

Topographic Survey:

Contours will be shown at 1-foot intervals and based from an assumed datum. Spot elevations will be shown in flat areas. Two benchmarks will be set on site. We will show visible utilities and subsurface utilities as marked by utility companies. We will coordinate with Alabama One Call requesting all subsurface utilities situated in public right-of-way marked to enable an accurate location and depiction of the subsurface utilities.

Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, travel lanes, pavement stripes, sidewalks, bridge walls and bridge decks. Landscaped areas and tree lines will be shown on survey, individual shrubs and trees will NOT be shown on survey.

Limits will extend to the Northwest, from the bridge near the intersection of Overbrook Road and Mountain Brook Parkway, along Overbrook Road a distance of 30 feet. Limits will also extend to the Southeast along Overbrook Road to a point 25 feet Southeast of the existing bridge.

Celebrating 40 Years of Excellence in Engineering and Surveying

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243
p (205) 940-6420 - f (205) 940-6433
www.sain.com

Geotechnical Recommendations:

See the geotech proposal from Bhate GeoSciences.

Roadway Plan:

Plans will be designed for the proposed improvements to the roadway and sidewalk. The plans will be suitable to for issuing to contractors to bid. The plans will include a grading and layout, drainage, pavement design, striping, erosion control, and traffic control elements.

Sain will also prepare technical specifications for the proposed improvements.

Sain understands the City has the existing bridge inspected routinely. Therefore, no exploration of the bridge or underneath the bridge will be performed in this project.

It is expected the improvements will remain under one acre; therefore, a Notice of Intent will not be prepared for permitting with ADEM.

Advertising and Bidding Services:

Sain will prepare an advertisement and summary of improvement for the City. Since the construction is expected to be less than \$50,000, the City will not publicly advertise the bid. The advertisement and summary of improvements will be suitable for the City to send to selected contractors of their choice. Sain will review the bids and recommend an award of the contract to the City. The City will handle contract execution, conducting of meetings with the contractor, and construction inspection and oversight. A contract document package containing bonds, general conditions, special conditions, and contract will not be prepared.

FEES

Lump Sum \$9,000.00

REVISIONS

Any additional work not stated in the scope of work above will be billed hourly in accordance with the rate schedule shown on the enclosed Terms and Conditions.

EXCEPTIONS

- Boundary Survey
- ALTA/ACSM Survey Requirements
- ROW Limits will not be re-established
- Construction Services – layout, staking, inspection, or testing
- Exploration of the bridge, its substructure, or underneath the bridge

Overbrook Road
July 6, 2015
Page 3

Should you have any questions or comments, please do not hesitate to call.

Sincerely,



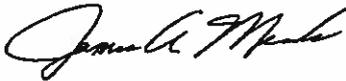
Alicia Bailey, P.E.
Infrastructure Team Leader
Alabama Lic. No. 26339

ACCEPTED:

City of Mountain Brook, Alabama

By: _____

Date: _____



James A. Meads, PE
President/CEO
AL PE#17294

Enclosures: Terms and Conditions, Schedule 2015

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

| | |
|---------------------------------------------------|--------------------------------|
| Rates: | |
| Principal | \$150.00 - \$170.00 per Hour |
| Engineer/Planner | \$93.00 - \$145.00 per Hour |
| GIS Professional | \$125.00 per Hour |
| Designer | \$77.00 - \$110.00 per Hour |
| Surveyor | \$88.00 - \$123.00 per Hour |
| Survey Crew (1-Person) | \$80.00 per Hour |
| Survey Crew (2-Person) | \$125.00 - 140.00 per Hour |
| Survey Crew (3-Person) | \$165.00 per Hour |
| Survey Crew (Overtime, Holidays – 2-Person) | * \$155.00 - \$175.00 per Hour |
| Survey Crew (Overtime, Holidays – 3-Person) | * \$200.00 per Hour |
| Survey Per Diem | \$100.00 per Man per Night |
| Administrative Support | \$60.00 per Hour |

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator and the parties agree to split cost of mediator 50 – 50.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2015

SAIN
associates
consulting engineers
& surveyors



Bhate Geosciences Corporation
Geotechnical, Materials Environmental Engineers

5217 5th Avenue South
Birmingham, Alabama 35212
Phone: (205) 591-7062
Fax: (205) 591-7184
Web: <http://www.bhate-geo.com>

July 6, 2015

Alicia Bailey, P.E.
Sain Associates
Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243

Subject: Proposal for Pavement Section Input
Proposed Overbrook Road Widening
Mountain Brook, Alabama
BHATE Reference Number: 8265-15

Dear Mrs. Bailey:

We are pleased to submit the following proposal to perform a brief investigation and limited geotechnical engineering evaluation pertaining to the proposed widening of Overbrook Road at the intersection of Overbrook and Mountain Brook Parkway in Mountain Brook, Alabama. Based on telephone conversations with you, we understand the following:

- The City of Mountain Brook is proposing to widen Overbrook Road approximately one (1) foot. The widening will occur on the south side of the road where the existing Overbrook Road bridge is located. We understand that virtually no grading would be required to accommodate the very narrow lane widening.
- You informed us the objective of the evaluation would be to determine the existing pavement section of Overbrook Road, and provided the existing pavement appears to be performing satisfactorily, the existing pavement section would be duplicated for the widening. We recommend conducting two (2) cores in the existing road to determine the pavement build-up. Coring through the existing pavement would be conducted by a sub-contractor, and coring in the roadway would require portions of Overbrook Road to be closed for about two hours. We have assumed a typical asphalt pavement section (less than 12 inch total thickness) would be penetrated. Coring through obstructions or exploration to greater depths would be conducted on a unit rate basis.
- Our written report, following the completion of the field work, would describe the thickness of the existing pavement components. In addition to investigating the existing pavement section, site preparation recommendations including subgrade and base course compaction guidelines would be included in our written report.

QUALITY • SERVICE • EXCELLENCE • SAFETY

ESTIMATED BUDGET

Our services would be conducted on a unit-rate basis in accordance with our 2015 unit-fee schedule. However, based on the proposed scope of services and assuming no unusual conditions are encountered, our budget estimate is **\$1,000.00**. Submittal of the written report would culminate the services to be provided under this proposal. If site conditions encountered during exploration warrant additional exploration or evaluation, then we would notify you and discuss the recommended additional services. However, the budget would not be exceeded without your authorization.

SCHEDULE OF SERVICE PERFORMANCE

We anticipate field work could begin approximately three (3) normal business days after we receive written authorization to proceed, and a written report of our findings would be issued within approximately one (1) week after the completion of the field work.

GENERAL NOTES AND AUTHORIZATION

BHATE personnel would perform those services outlined above. Client and BHATE may subsequently agree in writing to provide additional services under this agreement for additional, negotiated compensation. Services we provide would be consistent with the engineering standards prevailing at the time and in the area the services would be performed; no other warranty, either expressed or implied, is intended.

The attached General Terms and Conditions should be acknowledged as a part of this proposal. A signed copy of the attached Proposal Acceptance Sheet, returned to our office would serve as our authorization to proceed with the exploration.

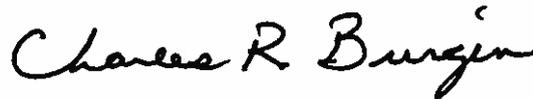
CLOSING

We appreciate the opportunity to present this proposal to you. If you have any questions or need modifications to our scope of services, we would be happy to discuss them with you. We look forward to working with you on this project.

Respectfully submitted,
BHATE GEOSCIENCES CORPORATION



Drew Thornbury, P.E.
Senior Project Engineer



Charles R. Burgin, P.E., P.G.
Principal

RESOLUTION NO. 2015-096

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 040 – Retail Beer (On or Off Premises) license and a 060 – Retail Table Wine (On or Off Premises) license to R D English Village, LLC, doing business as IZ Cafe, located at 2037 Cahaba Road, Mountain Brook, AL 35223.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

ADOPTED: This 13th day of July, 2015.

Council President

APPROVED: This 13th day of July, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on July 13, 2015, as same appears in the minutes of record of said meeting.

City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150709101313739



Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: \$150.00 County: \$75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) State: \$150.00 County: \$75.00

Trade Name: IZ CAFE Filing Fee: \$100.00

Applicant: R D ENGLISH VILLAGE LLC Transfer Fee:

Location Address: 2037 CAHABA RD MOUNTAIN BROOK, AL 35223

Mailing Address: 3325 ROCKY RIDGE PLAZA; SUITE 100 VESTAVIA HILLS, AL 35243

County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: SRV 13092295 -5374032

Date Incorporated: 07/26/2013 State incorporated: DE County Incorporated:

Date of Authority: 07/31/2013 Alabama State Sales Tax ID: R008746854

Name: Title: Date and Place of Birth: Residence Address:

| Name: | Title: | Date and Place of Birth: | Residence Address: |
|----------------------------------------|--------------|-----------------------------|------------------------------------------------|
| ELLEN VERONICA DOHERTY 8951759 - AL | MEMBER | 10/22/1956 BROOKLYN, NY | 5799 SOUTHLAND DR MOBILE, AL 36639 |
| MARY BRUNO REED 3264240 - AL | MEMBER/OWNER | 03/11/1955 BIRMINGHAM,AL | 1372 WILLOUGHBY RD VESTAVIA HILLS, AL 35216 |
| | | | |

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MARY REED

Business Phone: 205-979-7522

Fax:

Home Phone: 205-979-8456

Cell Phone: 205-533-1456

E-mail: KAY@EVERYTHINGIZ.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150709101313739

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **ENGLISH VILLAGE LLC C/O KAHN PROPERTIES 205-933-7788**

What is lessors primary business? **PROPERTY LEASING & MANAGEMENT**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **2000** Display Square Footage:

Building seating capacity: **35** Does Licensed premises include a patio area? **YES**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:

| Name: | Violation & Date: | Arresting Agency: | Disposition: |
|-------|-------------------|-------------------|--------------|
| | | | |
| | | | |



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150709101313739



Initial each

Signature page

mbt
mbt

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

mbt

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

[Signature]

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

[Signature]

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

[Signature]

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

mbt

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

mbt

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

mbt

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *MARY B. REED*

Signature of Applicant: *Mary B. Reed*

Notary Name (print): *Valencia Johnson*

Notary Signature: *Valencia Johnson*

Commission expires: *4-22-18*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20150709101313739**
Application Payment Confirmation Number: **18875794**

| Payment Summary | |
|-------------------------------------------------|-----------------|
| Payment Item | Fee |
| Application Fee for License 040 and License 060 | \$100.00 |
| Total Amount to be Charged | \$100.00 |

License Payment Confirmation Number:

| Payment Summary | | | |
|----------------------------------------------|-----------------|-----------------|-----------------|
| Payment Item | County Fee | State Fee | Total Fee |
| 040 - RETAIL BEER (ON OR OFF PREMISES) | \$75.00 | \$150.00 | \$225.00 |
| 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) | \$75.00 | \$150.00 | \$225.00 |
| Total Amount to be Charged | \$150.00 | \$300.00 | \$450.00 |

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)
License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)
License County: JEFFERSON
Business Type: LLC
Trade Name: IZ CAFE
Applicant Name: R D ENGLISH VILLAGE LLC
Location Address: 2037 CAHABA RD
MOUNTAIN BROOK, AL 35223
Mailing Address: 3325 ROCKY RIDGE PLAZA; SUITE 100
VESTAVIA HILLS, AL 35243
Contact Person: MARY REED
Contact Home Phone: 205-979-8456
Contact Business Phone: 205-979-7522
Contact Fax:
Contact Cell Phone: 205-533-1456
Contact Email Address:
Contact Web Address:

[Main Menu](#)

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20150709101313739
Application Payment Confirmation Number: 18875794

| Payment Summary | |
|-------------------------------------------------|-----------------|
| Payment Item | Fee |
| Application Fee for License 040 and License 080 | \$100.00 |
| Total Amount to be Charged | \$100.00 |

Application Information

Application Type: APPLICATION
License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)
License Type 2: 080 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Continue

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.2.0

RESOLUTION NO. 2015-097

WHEREAS, the City of Mountain Brook, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made within the city limits of Mountain Brook, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ACAA59495-ATRP(006) Resurface CR-113 (Rocky Ridge Road) from Lorna Road to CR-97 (Shades Crest Road) Plane, Resurface and Traffic Stripe.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the City Council of Mountain Brook that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to is hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby *grants* to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as

necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A - This project does not require permanent barricade or relocation of any intersection streets.

Please refer to: Project Notes (Sheet 2E)

Please refer to: Traffic Control Plan Notes (Sheet 2F)

Please refer to: Traffic Signal Plan Notes (Sheet 2G)

Please refer to: Sequence of Construction and Traffic Control Plan (Sheets 11 -14)

BE IT FURTHER RESOLVED by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future do any of the following without written approval of the Alabama Department of Transportation and the Federal Highway Administration: permit encroachments upon the right of way; pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; permit other than parallel parking in areas where parking is permitted; allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals. The traffic control devices

and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 13th day of July, 2015.

ATTEST

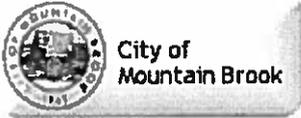
City Clerk

Mayor

I, the undersigned, Clerk of the City of Mountain Brook, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the 13th day of July, 2015, which resolution is on file in the office of the City Clerk.

Given under my hand and the official seal of such City of Mountain Brook this 13th day of July, 2015.

City Clerk



Karen Fowler <fowlerk@mtnbrook.org>

Fwd: Rocky Ridge resurfacing

1 message

Karen Fowler <fowlerk@mtnbrook.org>
To: Karen Fowler <fowlerk@mtnbrook.org>

Fri, Jul 10, 2015 at 10:17 AM

From: Whit Colvin <wcolvin@bishopcolvin.com>
Date: Thu, Jul 9, 2015 at 9:31 AM
Subject: Re: Rocky Ridge resurfacing
To: Steve Boone <boones@mtnbrook.org>, "Whit Colvin (whitcolvin@bishopcolvin.com)" <whitcolvin@bishopcolvin.com>

This is what I have come up with. It presumes that ALDOT will actually place the plans on file in your office. It does not commit us to pay for anything.

Whit Colvin
Bishop, Colvin, Johnson & Kent, LLC
Phone: (205) 251-2881
Fax: (205) 254-3987
Mobile: (205) 222-6225
wcolvin@bishopcolvin.com
www.bishopcolvin.com

On 7/9/2015 8:43:14 AM, Whit Colvin <wcolvin@bishopcolvin.com> wrote:

Will send the resolution over in a minute. I changed what they sent us to get rid of some of the provisions that either did not apply to this project or didn't make sense. I did not do a wholesale rewrite but changed just the parts I thought really needed to be changed.

I have not been in touch with ALDOT and thought the best way to do it would be to let Ronnie or Sam take the first shot at sending the resolution over. They can then tell us if the changes are a problem.

And by the way, isn't Rocky Ridge technically a county road? There are some provisions in there that I eliminated about permanently maintaining it etc and I did not want those in there if it technically is a county road.

Whit Colvin
Bishop, Colvin, Johnson & Kent, LLC
Phone: (205) 251-2881
Fax: (205) 254-3987
Mobile: (205) 222-6225
wcolvin@bishopcolvin.com
www.bishopcolvin.com

On 7/9/2015 7:51:41 AM, Steve Boone <boones@mtnbrook.org> wrote:

What is the status of this ALDOT agreement? Is ALDOT going to allow us/you to amend their standard form agreement or are they supposed to be sending us an updated agreement/resolution?

Thanks.

-

Steven Boone

City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
Direct: (205) 802-3825
Facsimile: (205) 874-0611

www.mtnbrook.org
http://mtnbrookcity.blogspot.com/
Twitter®: @mountain_brook

-
Steven Boone

City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
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www.mtnbrook.org
http://mtnbrookcity.blogspot.com/
Twitter®: @mountain_brook

 DOT Resolution.doc
37K

RESOLUTION NO. 2015-098

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and Trobaugh and Company, LLC, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, with respect to business license and tax auditing services.

ADOPTED: This 13th day of July, 2015.

Council President

APPROVED: This 13th day of July, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 13, 2015, as same appears in the minutes of record of said meeting.

City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT

This Agreement made and entered in on 1st day of August, 2015, by and between the City of Mountain Brook, Alabama, a municipal corporation ("the City") and Trobaugh and Company, LLC. ("Trobaugh").

Whereas, City is in need of an agent capable of performing certain auditing services, and

Whereas, Trobaugh has met, or will meet, the requirements under the Local Tax Procedures Act of 1998, and contained in *Code of Alabama 1975* ("Act") and is capable of performing certain auditing services, such as the verification of records relating to contracts, subcontracts, purchase invoices, sales invoices, leases and other data pertaining to certain fees and taxes which may be payable to City, including, business licenses, occupational taxes, sales taxes, use taxes, lease rental taxes, lodging taxes and other taxes, building permits and franchise fees; and

Whereas, the City and Trobaugh desire to enter into a contract under which Trobaugh shall provide to City the services set forth herein.

Now, therefore, in consideration of the premises and agreements hereinafter set forth, City and Trobaugh agree as follows:

1. Services. During the term of this Agreement, Trobaugh agrees to perform the following services for City:

The examination and verification of records, contracts, subcontracts, purchase invoices, sales invoices, leases and other data pertaining to operations which might require a party to obtain a business license, a building permit or other permit from City, require a party to pay a franchise fee to City and/or require a party to pay one or more of the following taxes to City: occupational tax, sales tax, use tax, lease/rental tax, lodging tax and any other tax which may be payable to City. Before a preliminary assessment is made against a taxpayer, Trobaugh may, at its discretion, notify the taxpayer that it has a ten (10) day review period, and Trobaugh shall furnish the taxpayer the information required under the Taxpayers' Bill of Right and Uniform Revenue Procedures Act (§ 40-2A-1 et seq., *Code of Alabama, 1975*). If the statute of limitations rule or other compelling condition exists, Trobaugh will notify the City and request the City file the appropriate assessment to protect the City. Trobaugh will, after the ten (10) day review period, if used, will enter a preliminary assessment against the taxpayer if payment has not been received. If, after the thirty (30) day preliminary assessment period, payment has not received, Trobaugh will deliver the taxpayer audit to the City for final assessment against the taxpayer.

2. Conditions of Work. Trobaugh may employ a broad range of methods of work with prior approval of and coordination with the Revenue Officer of City so long as such methods are consistent with established and acceptable business practices for professional auditors and do not result in discredit or liability upon the City. Trobaugh shall demonstrate a high degree of consistency and regularity with respect to contacts made with taxpayers in performing its duties pursuant to this Agreement.

3. Fee for Services.

(a) The City shall pay Trobaugh Eighty-Six Dollars (\$86.00) per hour for services rendered by Trobaugh pursuant to this Agreement.

(b) Trobaugh shall pay all local travel and other expenses incurred in the performance of all audits performed by Trobaugh or anyone in its employment. Trobaugh shall be reimbursed for its expenses in connection with

out-of-town travel, to the extent allowed under *Code of Alabama* 1975, §40-2A-6(d), which sums shall be payable by taxpayer.

(c) All revenue generated by audits shall be received by Trobaugh in the form of a check made payable to the City of Mountain Brook and shall be turned over to City as soon as possible, but in no event later than twenty-one (21) days after receipt by Trobaugh.

(d) Trobaugh shall submit invoices for its services to City. Payment shall be due and payable within thirty (30) days of the receipt of each invoice.

(e) Trobaugh shall commence work on an audit or project as soon as possible for City and will act in accordance with §40-2A-13, *Code of Alabama*, 1975 which states "A private examining or collecting firm representing more than one self-administered municipality or more than one self-administered county on the date of the first contact with a taxpayer shall examine the taxpayer's books and records for all such self-administered municipalities and counties simultaneously....".

4. Term. The term of this Agreement shall commence as of the 1st day of August 1, 2015 and expire on 31st day of July, 2018. Provided, that either the City or Trobaugh may terminate this Agreement at any time, without the payment of penalty, fee or other charge, by giving the other party hereto at least sixty (60) days' prior written notice of termination.

5. Primary Auditor: During the term of this agreement, the City agrees that Trobaugh shall be its primary auditor for business licenses, building permits, franchises, occupational taxes, lease/rental taxes, lodging taxes, sales taxes, sellers use taxes and use taxes. The City reserves the right to use in-house auditors and/or other auditors from time to time. Trobaugh & Company, LLC reserves the right to use other private auditing firm[s] as necessary in conjunction with Trobaugh & Company, LLC's efforts in auditing taxpayers. Examples: [1] Statue of limitations. [2] Time constraints of Trobaugh & Company, LLC auditors. [3] Other compelling condition exists.

6. Assignment. Trobaugh may not assign its rights or obligations under this Agreement without the prior written approval of the Mayor of City, or the City Manager of City.

7. Binding Effect. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

8. Governing Law. This agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Alabama.

9. Entire Agreement. This agreement contains the entire understanding of the City and Trobaugh and supersedes all previous verbal and written agreements and may only be modified by a document signed on behalf of Trobaugh and on behalf of the City by its Mayor.

IN WITNESS WHEREOF, City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor and Trobaugh and Company has caused this Agreement to be executed by its duly authorized corporate officers, all as of August __, 2015.

Attest:

City of Mountain Brook

By: _____
Steven Boone, Its City Clerk

By: _____
Lawrence T. Oden, Its Mayor

Trobaugh & Company, LLC

By: _____
John D. Trobaugh, Its Managing Member

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
TROBAUGH AND COMPANY, LLC
DATED AUGUST 1, 2015**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Trobaugh and Company, LLC (“the Contractor”) dated August 1, 2015.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

1. **Definitions.** For purposes of this Addendum, the terms below have the following meanings:
 - A. “*The City*” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. “*The (this) Agreement*” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. “*The Contractor*” refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.
2. **Arbitration; Mediation; Alternate Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. **Attorney’s Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. ***Late Payment Charges; Fees; Interest.*** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. ***Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.*** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. ***Choice of Law; Choice of Venue or Forum.*** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. ***Construction of Addendum.*** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 13th day of July, 2015.

Trobaugh and Company, LLC

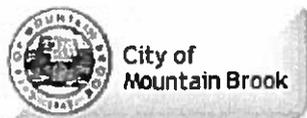
City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____



Karen Fowler <fowlerk@mtnbrook.org>

Fwd: FW: Non-voting Advisory member

1 message

Steve Boone <boones@mtnbrook.org>
To: Karen Fowler <fowlerk@mtnbrook.org>

Tue, Jul 7, 2015 at 1:10 PM

----- Forwarded message -----

From: **Sam Gaston** <gastons@mtnbrook.org>
Date: Tue, Jul 7, 2015 at 1:06 PM
Subject: FW: Non-voting Advisory member
To: Steve Boone <boones@mtnbrook.org>
Cc: Dana Hazen <hazend@mtnbrook.org>

Add this to the formal agenda.

Sam S.Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

From: LastValhalla@aol.com [mailto:LastValhalla@aol.com]
Sent: Tuesday, July 07, 2015 12:21 PM
To: gastons@mtnbrook.org
Subject: Re: Non-voting Advisory member

yes, I will appoint

In a message dated 7/6/2015 5:56:40 P.M. Central Daylight Time, gastons@mtnbrook.org writes:

The Planning Commission would like for you to appoint Dana Hazen to replace Jerry Weems for this position .

They voted 7-0 to recommend this to you.

If you are in agreement, do you want me to place this on the July 13th Council agenda?

Sam S.Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

—
Steven Boone

City of Mountain Brook

P. O. Box 130009

Mountain Brook, AL 35213-0009

Direct: (205) 802-3825

Facsimile: (205) 874-0611

www.mtnbrook.org

<http://mtnbrookcity.blogspot.com/>

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